

MEMORANDUM OF UNDERSTANDING

BETWEEN PARTICIPATING JURISDICTIONS

FOR THE

CAPITAL AREA

METROPOLITAN PLANNING ORGANIZATION

Approved by Board of Directors April 15, 2015

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**MEMORANDUM OF UNDERSTANDING
CONCERNING TRANSPORTATION PLANNING
FOR THE
JEFFERSON CITY, MISSOURI AREA**

This Memorandum of Understanding is hereby entered into by the City of Jefferson, the City of St. Martins, the County of Cole, the City of Holts Summit, the City of Taos, the Town of Lake Mykee, the Village of Wardsville, the County of Callaway, and the Missouri Highways and Transportation Commission.

WHEREAS, Federal legislation requires that a continuing and comprehensive transportation planning process including all modes of travel be carried on cooperatively between the State and urbanized areas of over 50,000 population to qualify for federal assistance in transportation projects in such areas (23 U.S.C. 134, 49, U.S.C. 1602-4); and,

WHEREAS, the Jefferson City, Missouri environs, consisting of all or parts of the City of Jefferson City, the City of St. Martins, the County of Cole, the City of Holts Summit, the Town of Lake Mykee, and the County of Callaway, was declared by the U.S. Bureau of the Census a newly qualified urbanized area for Census 2000 on Wednesday, May 1, 2002; and declared an urbanized area for Census 2010 on March 27, 2012; and

WHEREAS, an expanded Metropolitan Planning Area was determined based on the 2012 urbanized area and the contiguous area expected to become urbanized within a 20-year forecast period (23 U.S.C 450.312), included the City of Taos and Village of Wardsville and approved by the Governor of Missouri on March 12, 2013; and

WHEREAS, the City of Jefferson, the City of St. Martins, the County of Cole, the City of Holts Summit, the City of Taos, the Town of Lake Mykee, the Village of Wardsville, the County of Callaway and the Missouri Highways and Transportation Commission, as the Signatories of this Memorandum of Understanding (hereinafter referred to as Signatories), wish to ensure continuity in the comprehensive and coordinated urban transportation planning process for the Jefferson City, Missouri environs.

(Amended 4/15/15)

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

Section 1. Establishment of Organization

- 1.1 Signatories do hereby approve and enter into this MEMORANDUM OF UNDERSTANDING for the establishment of a Metropolitan Planning Organization (MPO) for the Jefferson City, Missouri Urbanized Area, which shall be known as the Capital Area Metropolitan Planning Organization (CAMPO) for the purpose of cooperative urban multimodal transportation planning for the metropolitan area.

(Amended 4/15/15)

Section 2. Procedure

- 2.1 Signatories will proceed in accordance with the provisions of this MEMORANDUM OF UNDERSTANDING, recognized transportation planning procedures, applicable Federal regulations and the cooperatively developed annual planning work program to carry out the purposes of this agreement.

(Amended 4/15/15)

Section 3. Board of Directors: Membership

- 3.1 Voting Members. There shall be thirteen (13) voting members on the Board of Directors, comprised as follows:

- A. City of Jefferson: Seven (7) voting members shall be appointed by the City of Jefferson to represent the City of Jefferson. Members shall be comprised of four (4) elected officials (e.g. Mayor, or City Council Members) and three (3) department director level staff with transportation related responsibilities (e.g. administration, planning, transit, public works, parks & recreation).
- B. Cole County: Three (3) voting members shall be appointed by Cole County to represent the County of Cole. The members shall be comprised of one County Commissioner, one small city representative and the other elected or appointed representatives filled at the County's discretion.
- C. Callaway County: One (1) voting member shall be appointed by Callaway County to represent the County of Callaway. The member shall be a County Commissioner or an elected or appointed representative filled at the County's discretion.
- D. Missouri Department of Transportation: One (1) voting member shall represent the Central District of the Missouri Department of Transportation.
- E. Holts Summit: One (1) voting member shall be appointed by the City of Holts Summit to represent the City of Holts Summit.

- 3.2 Ex-Officio Members. The following representatives shall be designated as ex-officio (non-voting) members of the Board of Directors:

- A. One (1) representative of Missouri Department of Transportation,
- B. One (1) representative of Federal Highway Administration,
- C. One (1) representative of Federal Transit Administration,
- D. One (1) representative from another federal, state, or local agency,

- E. One (1) representative from a Jefferson City Area Economic Development Interest.
- F. One (1) representative from a Callaway County Economic Development Interest.

3.3 Appointment to the Board of Directors and Terms.

- A. Appointment to the Board of Directors shall be made by the respective governing bodies of each participating jurisdiction except as otherwise specified.
- B. Terms of Appointment. The members of the Board of Directors shall serve on the Board of Directors as determined by the voting member's jurisdiction except as otherwise specified.
- C. Ex-Officio Members. Ex-Officio Members shall be appointed by their respective organizations except as otherwise specified.
- D. Alternates. Each voting Member of the Board of Directors shall name two (2) alternates, in writing, who may exercise full member powers during their absence. The alternate's term shall correspond with the primary representative's term.
- E. Additional voting members shall be appointed as is deemed essential or necessary by the members of the Board of Directors, through the amendment of the Memorandum of Understanding.
- F. Additional non-voting ex-officio members, including local governments, may be appointed as is deemed essential or necessary by the members and serve at the pleasure of the Board of Directors.

(Amended 4/15/15)

Section 4. Consensus on Data Used

- 4.1 Signatories shall, through the Board of Directors, meet, review, and determine the data to be used or derived for the purpose of comprehensive and coordinated transportation planning for the Capital Area Metropolitan Planning Organization in order to eliminate duplication of effort and provide a means for sharing information of mutual interest.

(Amended 4/15/15)

Section 5. Local Financial Allocation & Staff Support

- 5.1 The financial obligation to support the basic functions of the Metropolitan Planning Organization outlined in the Unified Planning Work Program (UPWP), except as provided for in Section 5.2, is 80% federal funds and 20% local matching funds. The local match shall be provided annually to the MPO as follows:

City of Jefferson 75%

Cole County Commission - 25%

- 5.2 The financial contribution to local matching funds for special projects or studies shall be mutually agreed upon prior to the commencement of the special project or study by the appropriate member jurisdictions or during the development of the Unified Planning Work Program.

- 5.3 The City of Jefferson shall act as contractor for MPO planning funds and provide staff support to the Capital Area Metropolitan Planning Organization as identified in the annual Unified Planning Work Program approved by the Board of Directors. Information from the Unified Planning Work Program, including: socio-economic data, land use data, progress reports, technical reports and any other pertinent work will be available to the Signatories, the Missouri Highways and Transportation Commission, and ex-officio members of the Board of Directors.

(Amended 4/15/15)

Section 6. Assistance from the Missouri Highways and Transportation Commission

- 6.1 The Missouri Highways and Transportation Commission will provide assistance and expertise in the transportation planning process, and will assist in the development of alternative plans, existing and future travel data, and offer assistance and expertise in the development of technical reports.

Section 7. Formation of Committees

- 7.1 Technical Committee. A standing committee designated as the Technical Committee shall be appointed and governed as set out in the Bylaws. The Board of Directors authorizes the Technical Committee to create sub-committees and work-groups, which report to the Technical Committee, to facilitate the transportation planning process.
- 7.2 Other Committees. Ad hoc committees or study groups may be appointed by the Board of Directors as needs arise. Ad hoc committees or study groups shall have a specific charge, operate for a defined period of time and report to either the Board of Directors or Technical Committee, as the Board of Directors desires.

(Amended 4/15/15)

Section 8. Bylaws

- 8.1 Officers, member terms, purpose, operations, and procedures of the Board of Directors will be outlined in Bylaws established by the Board of Directors.

(Amended 4/15/15)

Section 9. Severability

- 9.1 Unless otherwise specified herein, this agreement constitutes the entire agreement between all parties with respect to this agreement supersedes all prior or contemporaneous communications and proposals (whether oral, written, or electronic) between all parties with respect to this Memorandum of Understanding. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Section 10. Assignment

- 10.1 Signatories shall not assign any interest in this Memorandum of Understanding, and shall not transfer any interest in the same (whether by assignment or novation).

(Amended 4/15/15)

Section 11. Applicable Law

- 11.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

Section 12. Right to Withdraw

- 12.1 Should any party desire to withdraw, they may be permitted to do so upon giving ninety (90) days notice. This agreement may be cancelled in total upon concurring vote of participating jurisdictions that together represent at least 75 percent of the existing metropolitan planning area population.

(Amended 4/15/15)

Section 13. Notices

- 13.1 All notices, consents, authorizations, requests and statements hereunder, as it relates to this Memorandum of Understanding, shall be deemed to have been properly given if delivered and/or mailed by first class United States mail, postage prepaid, to:

Mayor, City of Jefferson, 320 E. McCarty Street, Jefferson City, MO 65101

Presiding Commissioner, County of Cole, Cole County Courthouse, 301 East High Street, Jefferson City, MO 65101

Presiding Commissioner, County of Callaway, Callaway County Courthouse, 10 East Fifth Street, Fulton, MO 65251

Mayor, City of St. Martins, City Hall, 6909A Business 50 West, St. Martins, MO 65109

Mayor, City of Holts Summit, City Hall, 245 South Summit Drive, Holts Summit, MO 65043

Board of Trustees, Town of Lake Mykee, P.O. Box 45, Holts Summit, MO 65043

Missouri Department of Transportation – Central District, PO Box 718, Jefferson City, MO 65102

Chief Engineer, Missouri Department of Transportation, Central Office, P.O. Box 270, Jefferson City, MO 65102

Mayor, City of Taos, 4909 Countryside Park, Jefferson City, MO 65101

Board of Trustees, Village of Wardsville, 5805 Wardsville Road, Jefferson City, MO 65101

(Amended 4/15/15)

Section 14. Functional Responsibilities of Participating Agencies

- 14.1 The CAMPO Board of Directors, the Missouri Department of Transportation (MoDOT), the Transit Division of the City of Jefferson (JEFFTRAN), and the local governments within the study area are responsible for carrying out the urban transportation planning process consistent with the Consolidated Planning Grant. The transportation planning process includes planning for aviation, highways, bikeways, pedestrians, railways, transit and water transportation activities. Planning for a specific mode is delegated to the agency responsible for design, development, and management of that mode.
- 14.2 For the transportation planning process to function properly, the agencies involved must work cooperatively. Specific responsibilities of the participating agencies are listed in the Unified Planning Work Program. General responsibilities of each agency of the MPO are listed below.
- 14.3 MoDOT Responsibilities. The Missouri Department of Transportation is involved in the metropolitan transportation planning activities at two levels; the MoDOT Central District and MoDOT Central Office (headquarters). The responsibilities of MoDOT, for the CAMPO planning area, are as follows:
- A. Make available to CAMPO the appropriate federal transportation planning funds and the Small Urban Surface Transportation Program funds as authorized by the Missouri Highways and Transportation Commission. Federal transportation planning funds will be distributed to the MPOs based on a formula mutually agreed to by the Missouri Highways and Transportation Commission, Federal Highway Administration (FHWA), and the Federal Transit Administration (FTA).
 - B. Provide, as appropriate, technical assistance and/or guidance in the collecting, processing, and forecasting of socio-economic data needed for development of traffic forecasts and planning proposals within the Metropolitan Planning Area.
 - C. Provide various transportation related data from the MoDOT Transportation Management System to CAMPO as requested.
 - D. Share information and information sources concerning transportation planning issues.
 - E. Provide representation on both the Board of Directors and the Technical Committee.
 - F. Provide assistance in the development of the Metropolitan Transportation Plan, Transportation Improvement Program, the Unified Planning Work Program and other planning documents including public outreach via the MoDOT social network.
- 14.4 CAMPO Responsibilities. CAMPO is administered by the City of Jefferson via an annual Consolidated Planning Grant (CPG) agreement with the Missouri Highways and Transportation Commission. The CPG is a combination of FHWA/FTA funding consolidated in to one grant category. The City of Jefferson serves as the recipient agency for the Capital Area Metropolitan Planning Organization and carries out planning activities, including staffing for CAMPO. CAMPO staff general responsibilities include:
- A. Perform the administrative duties necessary to ensure that the UPWP is effectively and efficiently completed in a timely manner.
 - B. Coordinate and/or perform the planning activities contained in the UPWP.
 - C. Provide staff support to the Board of Directors and Technical Committee.
 - D. Review and report on items on the agenda(s) for the Board of Directors and the Technical Committee.

- E. Prepare and submit for approval an annual budget for work outlined in the UPWP.
- F. Submit requests for reimbursement to the appropriate federal and state agencies for work performed according to the UPWP.
- G. Coordinate the activities for the development and maintenance of the Metropolitan Transportation Plan, the Transportation Improvement Program and other planning documents.
- H. Report progress of the UPWP tasks to the Board of Directors and the Technical Committee.
- I. Prepare and submit quarterly and annual reports summarizing the progress on the UPWP.
- J. Perform any other administrative duties as required by the Board of Directors.

14.5 Responsibilities of Local Governments. All local governments have responsibilities to:

- A. Participate in the development of the Metropolitan Transportation Plan and other plans, by making available to CAMPO local transportation plans, comprehensive plans or other information as needed, which may include land use, zoning or GIS databases.
- B. Review the Metropolitan Transportation Plan as it is being drafted.
- C. Participate in the development of the Transportation Improvement Program, and the Unified Planning Work Program. Review and comment of these documents as they are being drafted.
- D. Assist in planning and executing public involvement activities.
- E. Actively participate in the planning process through various meeting and activities, such as the Board of Directors and Technical Committee meetings.

14.6 Public Transit Operators. JEFFTRAN and other public transit operators have the responsibility to:

- A. Participate in the development of the Metropolitan Transportation Plan and other plans, by making available to CAMPO transit route, ridership and other information as needed.
- B. Review the Metropolitan Transportation Plan as it is being drafted.
- C. Participate in the development of the Transportation Improvement Program, and the Unified Planning Work Program. Review and comment of these documents as they are being drafted.
- D. Provide an annual Program of Projects for inclusion in public participation process during the development Transportation Improvement Program.

14.7 City of Jefferson Responsibilities. In addition to the roles and responsibilities of all local jurisdictions, the City of Jefferson, as part of their administrative responsibilities also provides: accounting services, human resources services, information technology services, GIS support services, legal services, purchasing services and office space.

(Amended 4/15/15)

**CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION
MEMORANDUM OF UNDERSTANDING
CITY OF JEFFERSON, MISSOURI**

By: Carrie Tergin
Mayor

Date: July 22, 2015

ATTEST:

Alvinia Pennington
City Clerk

APPROVED AS TO FORM:

[Signature]
Counsel

CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION
MEMORANDUM OF UNDERSTANDING
COLE COUNTY COMMISSION

By: Sam Bushman
Presiding Commissioner

Date: JUNE 18, 2015

ATTEST:

Steve Kammeyer
County Clerk

APPROVED AS TO FORM:

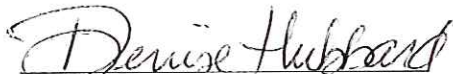
Counsel

CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION
MEMORANDUM OF UNDERSTANDING
CALLAWAY COUNTY COMMISSION

By: 
Presiding Commissioner

Date: 7/13/15

ATTEST:


County Clerk

APPROVED AS TO FORM:

Counsel

CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION
MEMORANDUM OF UNDERSTANDING
CITY OF ST MARTINS, MISSOURI

By: Daniel Box
Mayor

Date: June 9, 2015

ATTEST:

Turquoise Bregre
City Clerk

APPROVED AS TO FORM:

Counsel

CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION
MEMORANDUM OF UNDERSTANDING
CITY OF HOLTS SUMMIT, MISSOURI

By: 
Mayor

Date: August 12, 2015

ATTEST:


City Clerk

APPROVED AS TO FORM:


Counsel

**CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION
MEMORANDUM OF UNDERSTANDING
VILLAGE OF WARDSVILLE, MISSOURI**

By: Al W. Elert
Chairman

Date: July 8, 2015

ATTEST:

Murley Stocher
City Clerk

APPROVED AS TO FORM:

[Signature]
Counsel

CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION
MEMORANDUM OF UNDERSTANDING
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

By: 
Assistant Chief Engineer

Date: 8-4-15

ATTEST:


Secretary to the Commission

APPROVED AS TO FORM:


Counsel